RETURN DATE: NOVEMBER 1, 2016

ALAN TAYLOR, on behalf of himself and all persons similarly situated, Plaintiff, v. THE HARTFORD FINANCIAL SERVICES GROUP, INC., Defendant.	SUPERIOR COURT JUDICIAL DISTRICT OF HARTFORD OCTOBER 6, 2016

CLASS ACTION COMPLAINT

1. Plaintiff Alan Taylor ("Taylor" or "Plaintiff"), on behalf of himself and all persons similarly situated, by and through his attorneys, alleges as follows.

INTRODUCTION

2. Plaintiff brings this action on behalf of himself and a class of persons who have been injured by The Hartford Financial Services Group, Inc.'s policy and practice of adding additional optional coverages to automobile policies without the prior knowledge and consent of the policyholder, and charging the policyholders additional premiums. On information and belief, The Hartford engaged in this practice using an insurance application that the Connecticut Department of Insurance, and likely other states' regulators, had not approved. Defendant's conduct constitutes a breach of contract, a violation of the implied covenant of good faith and fair dealing and an unfair trade practice.

3. The Hartford's improper practice works as follows. An individual contracts with The Hartford to provide automobile insurance that provides a certain level of coverage for a particular price. Subsequently, The Hartford adds additional, optional amounts of coverage (such as "no fault" coverage or coverage for payment of medical bills) to the policy without the policyholder's knowledge or consent, and adds an additional amount to the premium owed by the policyholder to pay for this additional coverage. If the policyholder does not pay the full amount, including the additional amounts for the extra unrequested insurance, his or her policy is cancelled – ***including*** the coverage in the policy for which the policyholder had actually contracted.

4. What makes the practice more egregious is that in addition to employing it on a company-wide basis, The Hartford has particularly targeted this scheme toward individuals who are members of AARP Corp. (hereinafter "AARP"), an organization dedicated to promoting independence, dignity and purpose for older persons and enhancing the quality of life for older persons.

PARTIES

5. Plaintiff Alan Taylor is a resident of Colchester, Connecticut.

6. The Defendant, The Hartford Financial Services Group, Inc. (hereinafter "The Hartford" or "Defendant") is an insurance company organized under the laws of the State of Delaware that has its headquarters and principle place of business in Hartford, Connecticut. The Hartford is among the nation's largest insurers deriving over $20 billion in yearly revenues from insurance policies, products and services it sells to policy holders.

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4. What makes the practice more egregious is that in addition to employing this scam on a company-wide basis, The Hartford has particularly targeted this scheme toward individuals who are members of AARP Corp. (hereinafter "AARP"), an organization dedicated to promoting independence, dignity and purpose for older persons and enhancing the quality of life for older persons.

PARTIES

5. Plaintiff Alan Taylor is a resident of Colchester, Connecticut.

6. The Defendant, The Hartford Financial Services Group, Inc. (hereinafter "The Hartford" or "Defendant") is an insurance company organized under the laws of the State of Delaware that has its headquarters and principle place of business in Hartford, Connecticut. The Hartford is among the nation's largest insurers deriving over $20 billion in yearly revenues from insurance policies, products and services it sells to policy holders.

7. The Hartford does business under a variety of names, including but not limited to Trumbull Insurance Company (which appears as the insurer on Plaintiff's policy), Hartford Insurance Company of the Midwest, Hartford Fire Insurance Company, Hartford Casualty Insurance Company, Sentinel Insurance Company, Ltd, Twin City Fire Insurance Company, Property and Casualty Insurance Company of Hartford, Pacific Insurance Company, Limited, Hartford Underwriters Insurance Company, Hartford Insurance Company if Illinois, Hartford Accident and Indemnity Company, and Hartford Insurance Company of the Southeast.

JURISDICTION AND VENUE

8. This Court has jurisdiction over Defendant because The Hartford maintains its headquarters in Connecticut, and because The Hartford has thousands of employees and customers in Connecticut and thereby conducts business in this State.

9. Venue is proper in this Court pursuant to Conn. Gen. Stat. § 51-345(a)(3) because The Hartford is a resident of Hartford, Connecticut.

FACTUAL BACKGROUND

Defendant's Improper Practice

10. Defendant is engaged in the business of selling insurance coverage to members of the general public in Connecticut and throughout the United States including, among other things, automobile liability and related coverage.

11. For many years, Defendant has sold automobile liability and related coverages through a program or programs affiliated with AARP.

12. AARP members must be at least 50 years old. The Hartford has established a co-branding affiliation with AARP to market The Hartford's products and, therefore, was and is in a unique positon enabling it to benefit from its relationship with AARP and AARP members.

13. Some of The Hartford's insurance and marketing materials for the AARP automobile insurance program bear the AARP logo.

14. The Hartford actively markets to AARP members and promises them special benefits, protections and treatment. It even has a division entitled "The Hartford Center for Mature Market Excellence," which is claimed to be staffed by gerontologists and conducts original research and produces education on safety, mobility and independence for mature members. The Hartford specifically advised when it advertised, marketed and sold AARP members automobile insurance that:

> a. "Once you have an auto insurance policy with The Hartford, your coverage will be renewed for as long as you're able to drive. Just meet a few simple requirements such as maintaining a valid driver's license and paying your premiums."
>
> b. "You can relax knowing your low auto insurance premium is locked-in for a full year. This sets us apart from other insurers who may change rates every six months or even sooner."
>
> c. "The Hartford is here for you if you're injured in an auto accident. This coverage provides reimbursement for essential home services you cannot perform yourself, such as house cleaning, lawn maintenance, and even dog walking. This coverage applies when injuries are not already covered by Medicare or health insurance."

15. The Hartford engaged in a scheme and plan to take advantage of its insureds, including insureds who applied through the AARP-sponsored program, by engaging in a practice often called "a roll on" whereby an insurer adds optional coverages to a policy and charges

additional premium. The additional coverages, and associated premium, are often added without the prior knowledge or consent of the policyholder.

16. With regard to AARP members, The Hartford engages is this unlawful scheme despite its assertion to AARP members that "The Hartford has been protecting the financial future of Americans for over 200 years. This means ***you can trust*** The Hartford just as so many people have since 1810." (emphasis added)

17. The Hartford's policy and practice was to send policyholders a document known as or at various times referred to as a supplemental application or Supplemental Coverage Explanation Form ("Supplemental Application") offering the Plaintiff optional coverages that the policyholder had not requested. The additional coverages included, for example, coverage for payment of medical bills or for basic reparations benefits (also known as "no fault insurance"), even in states such as Connecticut that do not require such coverage.

18. Unless the insured returned the Supplemental Application form affirmatively declining the unrequired and unrequested coverage, Defendant would ***automatically*** add on the additional coverages to the policyholder's existing policy. If the policyholder did not pay the full increased premium, Defendant cancelled the policy, including the original coverage for which the policyholder had contracted.

19. In 2015, in Connecticut alone, Defendant improperly added basic reparations coverage to the existing insurance policies of over 400 AARP members who did not return the Supplemental Application form and affirmatively decline the unrequired and unrequested coverage. Further, Defendant cancelled the insurance policies of at least six individuals because

they failed to pay the premium for the additional coverage that Defendant had improperly added to their policy without the insured's consent.

20. Within the insurance industry, Defendant's practice is referred to as "rolling on" additional insurance and it is widely condemned.

21. On information and belief, the Connecticut Department of Insurance never approved the form of the Supplemental Application that Defendant used in this "rolling on" scheme. Such approval is required by law. On information and belief, Defendant did not get its form approved because it knew its scheme was unlawful and seeking regulatory approval would have revealed the pervasive scheme to the Insurance Department. Indeed, as early as 1983, the State of Connecticut Insurance Department, through a bulletin known as Bulletin S-10 issued by Insurance Commissioner Peter W. Gillies, prohibited the practice of "rolling on" additional, optional insurance. Bulletin S-10, attached hereto as Exhibit A states, in pertinent part: "it has come to the attention of this Department that agents and, in some instances insurers, are automatically adding or increasing coverages which are considered optional, without prior knowledge and consent of the policyholder. This procedure is often referred to as a 'roll-on'. Any addition or increase to a policy without prior knowledge and consent of the policyholder is not permitted by this Department and disciplinary action will be taken against all licensees who continue this practice."

22. Upon information and belief, The Hartford has engaged in the improper practice of "rolling-on" coverage for multiple years and in multiple states, including the State of Connecticut.

Plaintiff's Experience

23. Plaintiff is an AARP member and he purchased the co-branded Hartford/AARP insurance. Plaintiff purchased automobile insurance coverage from The Hartford in August of 2015 for an annual premium of $820, which he paid in full. Plaintiff obtained all of the automobile insurance coverage mandated by the State of Connecticut, and he agreed to pay and did pay the premium necessary for such coverage.

24. Defendant subsequently sent Plaintiff a Supplemental Application form including coverage for basic reparations benefits, which carried an additional premium of $51.

25. On information and belief, the Supplemental Application form promoting additional coverages that The Hartford sent to Plaintiff and others was not approved by the State of Connecticut Insurance Department. Upon information and belief, in 2015 alone over 10,000 Connecticut insureds were sent such unapproved Supplemental Application forms.

26. Plaintiff did not return the unrequested Supplemental Application to Defendant.

27. Without Plaintiff's consent, Defendant then added the Basic Reparations Coverage to Plaintiff's automobile insurance policy and sent him a bill for $51 for the extra coverage that he had not requested. Thereafter, Plaintiff received a notice of cancellation based upon non-payment of the extra insurance charge that Plaintiff had never requested.

28. After realizing that Defendant had cancelled his policy for non-payment of premiums for an optional coverage he not requested, Plaintiff contacted Defendant to express his concern regarding the cancellation.

29. Defendant told Plaintiff, in sum and substance, that the additional unrequested coverage and subsequent cancellation for premium non-payment was the policy and practice of Defendant. Plaintiff then filed a complaint with the Connecticut Insurance Department.

30. As a result of Mr. Taylor's complaint, the Connecticut Insurance Department on or about January 20, 2016, found that The Hartford's actions violated Connecticut Bulletin S-10 prohibiting "roll-on" coverage and the Department found "the coverage was added to the policy in ***bad faith***." (emphasis added)

31. The Connecticut Insurance Department notice is attached hereto as Exhibit B and provides in pertinent part: "it appears that at no time did the insured request the BRB coverage be added to the policy. BRB is not a mandatory coverage in the State of Connecticut and the Department believes the coverage was added to the policy in bad faith. It appears the company's actions are in violation of Connecticut Bulletin S-10. The Department asks the company to contact the complainant to offer reinstatement of the unfairly cancelled policy."

Others' Experiences

32. As set forth above, Defendant's unlawful conduct is not limited to Mr. Taylor, and, in light of the existence of Bulletin S-10 for more than three decades, Defendant's conduct was pervasive, intentional and brazen. For instance, in response to one investigation of "rolled-on" coverage by the Connecticut Department of Insurance, and after initially failing to respond completely to the Department's examiner, one of Defendant's "Consumer Affairs Specialists" wrote on October 6, 2015, "If the application is unsigned or not returned, coverages that are not in the policy are 'plugged' per our state specific plugging procedures." The letter makes evident

that Defendant has or had a nationwide company policy of adding or "plugging" unrequested and optional coverages in violation of the underlying insurance contract and in violation of Bulletin S-10. Accordingly, in that investigation, the Department of Insurance found the complaint to be "Justified" and concluded that "[t]he company should not have added unwanted coverage."

33. Further, Defendant's unlawful scheme involved the use of manipulative letters sent from Defendant's president, Douglas Elliot, which letters targeted AARP members after they had made their coverage choices. The letters stated that the AARP member's "application did not include selections for one or more coverages." The president then stated in the letters that Defendant had issued the policy with additional, unrequested coverage.

34. Even worse, according the Defendant's policies and procedures, after unlawfully adding unrequested coverage, Defendant made it difficult for injured consumers to remove the coverage that the insurer had added illegally. For instance, one injured consumer called Defendant's customer service department to complain that unwanted coverage had been added and that he had been wrongfully charged additional premium. In a recorded and transcribed conversation, the injured consumer correctly stated that Defendant had no right to add optional coverage that he did not request. Dutifully following Defendant's unlawful, company-wide "plugging" policy, the representative was incredulous:

> **Representative**: "We do yes . . .in order to get those coverages changed back, than [sic] you have to complete the application confirming the original coverages that you wanted. Until we get back that signed application, we have to go in and

plug . . umm those minimum limits. You have to sign stating that you don't want those."

Consumer: "I sent it back and filled out everything. I did not request it and your letter even says I did not request it. You decided to add it in."

Representative: "OK, than [sic] you didn't sign the correct area that you needed to sign in order to reject those coverages that's why we added the coverage on."

Once again, the Connecticut Insurance Department found the consumer's complaint "Justified," stating on October 13, 2015, "It is our opinion this contrary to Bulletin S-10 Automatic Increase or Addition To Coverage. No, coverage cannot be automatically added to a policy and the premium increased without the prior knowledge and consent of the policyholder."

CLASS ACTION ALLEGATIONS

35. Plaintiff brings this case as a class action pursuant to Sections 9-7 and 9-8 of the Practice Book on behalf of himself and the following class (the "Multistate Unapproved Application Class") of those similarly situated:

> All persons residing in any state that requires regulatory approval of insurance applications before their use and who purchased an automobile insurance policy from Defendant and was provided with and charged for additional coverage within the applicable statute of limitations period pursuant to an unapproved Supplemental Application.

36. Plaintiff additionally brings this case as a class action on behalf of himself and the following subclass of similarly situated Connecticut residents (the "Connecticut Unapproved Application Subclass"):

All persons residing in the State of Connecticut who purchased an automobile insurance policy from Defendant and who were provided with and charged for additional insurance coverage within the applicable statute of limitations period pursuant to an unapproved Supplemental Application.

37. Plaintiff additionally brings this case as a class action on behalf of the following Class of similarly-situated persons (the "Multistate Unfair Trade Class").

All persons residing in the District of Columbia and/or the States of Alaska, Arkansas, California, Connecticut, Delaware, Hawai'i, Illinois, Massachusetts, Michigan, Missouri, New York, New Jersey, Rhode Island, Vermont, Washington and Wisconsin, who purchased an automobile insurance policy from Defendant and who were provided with and charged for additional insurance coverage within the applicable statute of limitations period pursuant to a Supplemental Application.

38. Plaintiff additionally brings this case as a class action on behalf of the following Class of similarly-situated persons (the "Connecticut Unfair Trade Subclass").

All persons residing in the State of Connecticut who purchased an automobile insurance policy from Defendant and who were provided with and charged for additional insurance coverage within the applicable statute of limitations period pursuant to a Supplemental Application.

39. Plaintiff additionally brings this case as a class action on behalf of the following Class of similarly-situated persons (the "Multistate No Declination Class").

All persons residing in the United States who purchased an automobile insurance policy from Defendant and who were provided with and charged for additional insurance coverage within the applicable statute of limitations period pursuant to a Supplemental Application because they did not complete or return such Supplemental Application.

40. Plaintiff additionally brings this case as a class action on behalf of the following Subclass of similarly-situated persons (the "Connecticut No Declination Class").

All persons residing in Connecticut who purchased an automobile insurance policy from Defendant and who were provided with and charged for

additional insurance coverage within the applicable statute of limitations period pursuant to a Supplemental Application because they did not complete or return such Supplemental Application.

41. Plaintiff reserves the right, as might be necessary or appropriate, to modify or amend the definition of the proposed Class and/or Subclasses, and/or add additional Subclasses, when Plaintiff files his motion for class certification.

42. Excluded from the Class and Subclasses are Defendant, including any parent, subsidiary, affiliate or person controlled by Defendant; Defendant's officers, directors, agents or employees; the judicial officers assigned to this litigation; and members of their staffs and immediate families.

43. The proposed Class and Subclasses meet all requirements for class certification. Even one of the likely smallest Classes – the Connecticut No Declination Subclass – is comprised of at least hundreds of individuals, since over 400 Connecticut residents were victims of the challenged policy in 2015 alone. As a result, joinder of all class members in a single action is impracticable. On information and belief, Class and Subclass members can be identified through Defendant's business records.

44. There are questions of fact and law common to the Class and Subclasses, and those questions predominate over questions that affect individual class members only. These common questions include, but are not limited to, the following:

a. Whether Defendant had a policy and practice of "rolling on" additional coverage to automobile policies using an application form that had not been approved by regulators as required by law;

b. Whether Defendant had a policy and practice of "rolling on" additional coverage to automobile policies that was neither required by law nor requested by the policyholder;

c. Whether Defendant charged and/or collected additional premiums for such additional coverage;

d. Whether Defendant cancelled the automobile coverage of policyholders who did not pay the premiums for such additional coverage;

e. Whether Defendant's policy and practice constituted a breach of contract with the affected policyholders;

f. Whether Defendant's policy and practice constituted a breach of the implied covenant of good faith and fair dealing;

g. Whether Defendant's policy and practice constituted an unfair trade practice.

45. Plaintiff is an adequate representative for the Class and the Subclasses because he is a member of the Class and of each Subclass and his interests do not conflict with the interests of the members of the Class and the Subclasses he seeks to represent. In addition to successfully challenging The Hartford's policy and practice with the Connecticut Insurance Commissioner, Plaintiff has retained experienced counsel who have extensive experience prosecuting complex cases, including nationwide and multistate class action lawsuits, in state and federal court.

46. Plaintiff's claims are typical of the claims of the Class and the Subclasses because they arise out of the same conduct, policies and practices of the Defendant with respect to its

automobile insurance business. Plaintiff has suffered the injury alleged and has no interests antagonistic to the interests of any other putative Class or Subclass member.

47. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The damages sustained by each Class and Subclass member, while substantial, are much smaller than the cost that will be entailed in litigating the case. Moreover, multiple lawsuits will place a substantial and unnecessary burden on courts and could result in inconsistent verdicts. Accordingly, a class action will most fairly, equitably and efficiently resolve the controversy.

48. Notice can be provided to Class and Subclass members by using techniques and forms of notice similar to those customarily used in other class action cases.

CLAIMS FOR RELIEF

COUNT I

BREACH OF CONTRACT
(On Behalf of the Multistate and Connecticut No Declination Class and Subclass)

49. Plaintiff repeats and realleges the preceding paragraphs as though set forth herein.

50. Plaintiff and other members of the Classes agreed to contracts for certain insurance coverage for a certain premium.

51. Defendant unilaterally added coverage to the automobile policy contracts of Plaintiff and other members of the Classes, and charged premiums for the additional coverage Defendant unilaterally added, without the policyholders' consent, in breach of their contracts for particular coverage at a particular price.

52. Plaintiff and members of the Classes were injured by, and sustained damages from, Defendant's breach of contract when they either paid the additional premiums for coverage that they did not request, or had their automobile insurance policies cancelled for failure to pay such additional premiums (thus requiring them to obtain substitute insurance at additional expense).

53. The Hartford is liable to Plaintiff and the Class for its breaches of contract.

COUNT II

BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING (On Behalf of the Multistate and Connecticut No Declination Class and Subclass)

54. Plaintiff repeats and realleges the preceding paragraphs as though set forth herein.

55. All contracts contain an implied covenant of good faith and fair dealing, including Plaintiff's and all other Class and Subclass members' insurance contracts with The Hartford. The Hartford thus had a duty to exercise its contractual rights and perform its contractual obligations towards Plaintiff and all members of the Classes fairly and in good faith.

56. The Hartford has engaged in bad faith actions in violation of their duties including without limitation utilizing forms not approved by State agencies, violating a Department of Insurance bulletin, implying that additional insurance coverages are necessary when they are, in fact, optional, selling coverages that The Hartford knows are optional, failing to disclose the coverages that they are selling, improperly "rolling on" coverages, forcing insureds to accept "roll on" coverages that were not disclosed, requested and/or required, unlawfully charging

additional premiums for "roll on" coverages and cancelling insurance policies for failure to pay premiums charged for improper and unlawfully added coverages.

57. The Hartford's conduct was willful and/or malicious and was done with reckless indifference to Mr. Taylor and other similarly situated insureds.

58. Plaintiff and members of the Class were injured by, and sustained damages from, Defendant's breach of the covenant of good faith and fair dealing when they either paid the additional premiums for coverage that they did not request, or had the automobile insurance policies to which they agreed cancelled for failure to pay such additional premiums (thus requiring them to obtain substitute insurance at additional expense).

59. The Hartford is liable to Plaintiff and the Class for its unreasonable, unjustified and bad faith actions.

COUNT III

VIOLATION OF THE CONNECTICUT UNFAIR TRADE PRACTICES ACT (on Behalf of the All Classes and Subclasses for Injunctive and Equitable Relief Only)

60. Plaintiff repeats and realleges the preceding paragraphs as though set forth herein.

61. The Hartford, its assignees, subsidiaries, successors, holding companies and related affiliates are engaged in the conduct of a trade or commerce throughout the United States, specifically, the business of insurance.

62. On information and belief, the policy and practice of "rolling on" additional insurance coverage to the policies of automobile insurance customers, as described in this

Complaint, was approved and implemented by Defendant's senior management at its Hartford, Connecticut headquarters.

63. As a result of The Hartford's violation of the statutory provisions set forth above, the Plaintiff has suffered ascertainable losses of money and property and has otherwise been harmed for purposes of Conn. Gen. Stat. Section 42-110g(a).

64. On behalf of the Class, Plaintiff seeks an injunction to prohibit Defendant's continued violations of Conn. Gen. Stat. Sections 42-110a and 38a-116 through its practice of "rolling on" additional coverage to automobile insurance policies, as set forth herein.

COUNT IV

UNFAIR TRADE PRACTICES
(on Behalf of the Multistate Unfair Trade Class)

65. Plaintiff repeats and realleges the preceding paragraphs as though set forth herein.

66. Defendant's policy and practice of "rolling on" additional insurance coverage as described above unfairly charges consumers premiums that they have not agreed to pay for coverage they have not requested and are not required by law to obtain.

67. Defendant's policy and practice of "rolling on" additional insurance coverage as described above is deceptive, in that consumers are led to believe that they are buying a particular level of coverage for a particular price, but are charged a higher premium for coverage they did not request.

68. As described above, Plaintiff and members of the Class have suffered ascertainable losses of money or other property or have otherwise been harmed as a result of Defendant's unfair and deceptive practice.

69. Plaintiff and members of the Multistate Subclass are entitled to recover damages for Defendant's unfair and deceptive practices under the laws of their states of residence: Alaska Stat. § 45.50.471 *et seq.;* Ark. Code Ann. § 4-88-101 *et seq.;* Cal. Civ. Code § 1750 *et seq.;* Conn. Gen Stat. § 42-110a *et seq.;* Del. Code Ann. Tit. 6 Sec. 2511 *et seq.;* D.C. Code § 28-3901, *et seq.*; Fla. Stat. § 501.201, *et seq.*; Hawaii Rev. Stat. § 480-1, *et seq.*; 815 Ill. Comp.Stat. § 505/1, *et seq.*; Me. Rev. Stat., tit. 5, § 205-A, *et seq.*; Mass. Gen. Laws Ann. ch. 93A, § 1 *et seq.*; Mich. Comp. Laws § 445.901 *et seq.*; Mo. Rev. Stat. § 407.010, *et seq.*; N.J. Stat. Ann. § 56:8-1, *et seq.*; N.Y. Gen. Bus. Law § 349, *et seq.*; R.I. Gen. Laws § 6-13.1-1, *et seq.*; Vt. Stat. Ann. tit. 9, § 2451, *et seq.*; Wash. Rev. Code § 19.86.010, *et seq.*; Wis. Stat. § 100.18, *et seq.*[1]

COUNT V

VIOLATION OF THE CONNECTICUT UNFAIR TRADE PRACTICES ACT
(on Behalf of the Connecticut Unfair Trade Subclass)

70. Plaintiff repeats and realleges the preceding paragraphs as though set forth herein.

71. The Hartford, its assignees, subsidiaries, successors, holding companies and related affiliates are engaged in the conduct of a trade or commerce in the State of Connecticut, specifically, the business of insurance.

[1] There is no material conflict between CUTPA and the other state statutes listed here because these state statutes (1) do not require reliance by unnamed class members; (2) do not require scienter; and (3) allow class actions.

72. By its policy and practice of "rolling on" additional insurance coverage as described above, the Defendant and its assignees, subsidiaries, successors, holding companies and affiliates have engaged in unfair and deceptive acts and practices prohibited by Connecticut General Statutes Section 42-110a *et. seq.*, in at least the following ways:

a. unfairly charged consumers premiums that they have not agreed to pay for coverage they have not requested and are not required by law to obtain;

b. engaged in unfair methods of competition and unfair and deceptive acts or practices in violation of Connecticut General Statutes Section 38a-816 by making, issuing or circulating or causing to be made, issued or circulated, any estimate, illustration, circular or statement, omission or comparison which misrepresents the benefits, advantages, conditions or terms of any insurance policy;

c. made misrepresentations in insurance applications, including making false or fraudulent statements or representations on or relative to an application for an insurance policy for the purpose of obtaining a fee, commission, money or other benefit from any insurer, producer or individual, in violation of Connecticut General Statutes Section 38a-816(8);

d. engaged in false information and advertising generally including making, publishing, disseminating, circulating or placing before the public … an advertisement, announcement or statement containing any assertion, representation or statement with respect to the business of insurance or with respect to any person in the conduct of his insurance business, which is untrue, deceptive or misleading, in violation of Connecticut General Statutes Section 38a-816;

e. cancelling insurance policies to which insureds and Defendant had agreed as a result of the insureds' failure to pay premium for "rolled on" coverage;

f. on information and belief, using an insurance form that the Connecticut Department of Insurance had not approved in violation of Conn. Gen Stat. § 38a-676

73. As a result of The Hartford's unfair and deceptive actions and violations of the statutory provisions set forth above, the Plaintiff and other members of the Connecticut Subclass have suffered ascertainable losses of money and property and have otherwise been harmed.

74. Plaintiffs and the Connecticut Subclass are entitled to recover damages and other appropriate relief, as alleged below.

COUNT VI

RECISSION
(on Behalf of the Multistate and Connecticut Unapproved Application Class and Subclass)

75. Plaintiff repeats and realleges the preceding paragraphs as though set forth herein.

76. Pursuant to Conn. Gen Stat. § 38a-676 and similar laws in other states, insurance forms such as the Supplemental Application must be reviewed and approved by the Department of Insurance or analogous regulatory agency before being used. On information and belief, the Supplemental Application that Defendant used to "roll on" unauthorized coverage was not approved for use in Connecticut or in any other state requiring regulatory approval of the form.

77. Defendant's policy and practice of "rolling on" additional insurance coverage on an unapproved form renders the resulting policy for the additional coverage unenforceable and voidable.

78. Plaintiff and members of the Multistate Unapproved Form Subclass are entitled to rescission of the unenforceable and voidable policies and to return of any premium paid, plus interest, in connection with such policies.

WHEREFORE, the Plaintiff respectfully requests the following relief:

a. The Court certify this case as a class action, certify the Class and Subclasses, and appoint the named Plaintiff to represent the Class and Subclasses, and his counsel to be counsel for the Class and Subclasses.

b. The Court award Plaintiff, the Class and Subclasses appropriate relief, to include actual and statutory damages, disgorgement, rescission and restitution.

c. The Court award Plaintiff and the Class preliminary and/or permanent injunctive, declaratory, or other equitable relief.

d. The Court enter such additional orders or judgments as may be necessary to prevent these practices and to restore to any person in interest any money or property which may have bene acquired by means of the violations.

e. The Court impose statutory punitive damages pursuant to Connecticut General Statutes Section 42-110g(a) and any other provision of law under which punitive damages may be imposed.

f. The Court award Plaintiff and the Class and Subclasses interest pursuant to Connecticut General Statutes Section 37-3a.

f. The Court award Plaintiff, the Class and/or Subclasses such other, favorable relief as may be appropriate under law or at equity.

g. The Court award costs and reasonable attorney's fees; and

h. The Court enter such other and further relief as the Court may deem just and proper.

THE PLAINTIFF

BY _____

JON D. BILLER
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(203) 281-1717
Juris #: 409077

ROBERT A. IZARD
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RETURN DATE: NOVEMBER 1, 2016

ALAN TAYLOR, on behalf of himself and all persons similarly situated, Plaintiff, v. THE HARTFORD FINANCIAL SERVICES GROUP, INC., Defendant.	SUPERIOR COURT JUDICIAL DISTRICT OF HARTFORD OCTOBER 6, 2016

AD DAMNUM

The Plaintiff in the above-entitled action hereby claims money damages in excess of FIFTEEN THOUSAND ($15,000.00) DOLLARS exclusive of interest and costs.

THE PLAINTIFF

BY _____

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EXHIBIT A

STATE OF CONNECTICUT

INSURANCE DEPARTMENT

Bulletin S-10

AUTOMATIC INCREASE OR ADDITION TO COVERAGE

November 7, 1983

It has come to the attention of this Department that agents and, in some instances insurers, are automatically adding or increasing coverages which are considered optional, without prior knowledge and consent of the policyholder. This procedure is often referred to as a "roll-on."

Any addition or increase to a policy without prior knowledge and consent of the policyholder is not permitted by this Department and disciplinary action will be taken against all licensees who continue this practice.

"Roll-ons" should not be confused with the type of homeowners endorsement known as "inflation guard" which offers an increase in coverage as the value of the insured property rises and is agreed upon by the agent and prospective policyholder when the coverage is purchased.

Any additions or increases in coverages which are mandated by statute are not considered "roll-ons."

Although we encourage agents and insurers to apprise policyholders of any additional optional coverages, and of the value of increases, it is imperative that additions or increases not be automatically added to a policy and the premium increased.

Peter W. Gillies
INSURANCE COMMISSIONER

EXHIBIT B

STATE OF CONNECTICUT

INSURANCE DEPARTMENT

P.O. Box 816 · Hartford, CT 06142-0816
An Equal Opportunity Employer
www.ct.gov/cid

CONSUMER AFFAIRS DIVISION
PHONE: 860.297.3900, Ext. 3853
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January 20, 2016

Steven Schlayer
Trumbull Insurance Company
Hartford Financial Services Group, Inc.
200 Hopmeadow Street, B3W-4
Simsbury, CT 06089

Re: Our File # 505748
Alan Taylor

Dear Mr. Schlayer:

The Department has reviewed your letter dated 12/31/15.

It is noted the insured's policy was terminated for nonpayment of premium. The insured apparently did not make payment on a $51 charge for Basic Reparations Benefits coverage. It appears that at no time did the insured request the BRB coverage be added to the policy. BRB is not a mandatory coverage in the state of Connecticut and the Department believes the coverage was added to the policy in bad faith. It appears the company actions are in violation of Connecticut Bulletin S-10.

The Department asks the company to contact the complainant to offer reinstatement of the unfairly cancelled policy. Also, please provide the Department with a listing of all polices that have been effected by this company procedure. How many policies has unrequested BRB coverage been added to and how many policies were ultimately terminated due to this company action.

Please respond to the undersigned within five days of receipt of this correspondence.

Sincerely,

Michael E Lynch
Associate Examiner

Enclosure(s)